

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

JOSIP MARTINOVIC,

Debtor,

Case No. 8-20-70807

Chapter 7

JOSIP MARTINOVIC,

Plaintiff,

v.

Ad. Proc. No. 8-20-08029

SOFI LENDING CORPORATION/
SOFI ALTERNATIVE TRUST 2018-A,

DISCOVER BANK,
DEPT. OF EDUCATION/NELNET,

Defendants.

**ANSWER OF SOFI LENDING CORPORATION TO AMENDED
COMPLAINT**

SoFi Lending Corporation (“SoFi”), Attorney-in-Fact for Wilmington Trust, National Association, Trustee of SoFi Alternative Grantor Trust 2018-A, hereby answers Plaintiff Josep Martinovic’s (“Plaintiff”) Amended Complaint Seeking a

Determination that the Debt owed by Plaintiff to Defendant is Dischargeable (“Amended Complaint”) as follows:¹

1. The allegations contained in paragraph 1 state a conclusion of law as to which no response is required.

2. SoFi lacks sufficient knowledge or information to form a belief as to the allegations contained in paragraph 2.

3. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the first unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

4. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the second unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

5. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the third unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

6. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the fourth unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

¹ SoFi Lending Corporation is a California corporation. Wilmington Trust, National Association is a national banking association. SoFi Alternative Grantor Trust 2018-A is a New York common law trust. Plaintiff has named SoFi Alternative Trust 2018-A as a defendant; the full name of the entity is SoFi Alternative Grantor Trust 2018-A.

7. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the fifth unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

8. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the sixth unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

9. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the seventh unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

10. SoFi lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in the eight unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

11. SoFi denies the allegations contained in the ninth unnumbered paragraph of the addendum to Paragraph 3 of the Amended Complaint.

12. SoFi denies the allegations in Paragraph 4.

Affirmative Defenses

1. The Amended Complaint fails to state a claim upon which relief may be granted.

2. Plaintiff is not entitled to the undue hardship exception to his obligation to pay his SoFi loans.

3. Plaintiff's debt to SoFi is excepted from discharge under Sections 523 and 727 of the United States Bankruptcy Code.

4. The allegations in the Amended Complaint do not satisfy the test for a hardship discharge set forth in Brunner v. N.Y. Higher Educ. Servs. Corp., 831 F.2d 395 (2d Cir. 1987).

5. The allegations in the Amended Complaint do not demonstrate that Plaintiff will not be able to maintain a minimal standard of living if he is required to repay his debt to SoFi.

6. The allegations in the Amended Complaint do not demonstrate that Plaintiff's current state of affairs will persist for the repayment period of his SoFi loans.

7. Plaintiff has not made good faith efforts to repay his SoFi loans.

WHEREFORE, SoFi demands judgment dismissing Plaintiff's causes of action against it, and for such other and further relief as the Court may deem just, proper and equitable.

Dated: August 27, 2020

Respectfully submitted,

SOFI LENDING CORPORATION,

By its attorney,

/s/ Jason P. Verhagen

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